

**CONDITION OF TITLE GUARANTEE**

**EXHIBIT A**

**LEGAL DESCRIPTION**

276

RECORDING REQUESTED BY:

Jamie Gallian  
4476 Alderport Dr.  
Huntington Beach, CA  
92649

AND WHEN RECORDED MAIL TO:

Jamie Gallian  
4476 Alderport Dr.  
Huntington Beach, CA  
92649

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



33.00

\* \$ R 0 0 0 9 1 4 7 5 4 1 \$ \*

2017000116815 8:25 am 03/23/17

276 415 A34 A04 F14 6

0.00 0.00 0.00 0.00 15.00 0.00 0.00 0.00

TITLE OF DOCUMENT:

Assignment of Condominium  
Sublease  
Lease from present to 2059  
Transfer Tax exempt. this Lease is a  
Gift between family members.

2T  
6P  
2FF  
CC  
2CF

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 3/22/2017, before me, HENRY J. COOPERSMITH, a Notary Public in and for said State personally appeared SANDRA L. BRADLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



EXHIBIT "A"

DESCRIPTION

Order No. 985040290

PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

RECORDING REQUESTED BY:

~~Sandra Bradley~~  
~~19 Meadow Wood Dr~~  
~~Coto de Caza, CA 92679~~

Jamie L Gallian  
4476 Alderport  
Huntington Beach  
CA 92647

WHEN RECORDED RETURN TO:

~~same as above~~ Jamie Gallian  
4476 Alderport  
Huntington Beach, CA  
92647

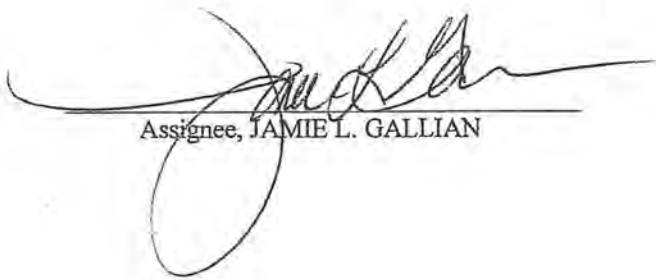
(space above this line for Recorder's use)

**ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to the Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

Dated:

3/22/17

  
Assignee, JAMIE L. GALLIAN



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 3/23/2017, before me, Henry J. Coopersmith  
a Notary Public in and for said State personally appeared JAMIE L. GALLIAN, who proved to me on  
the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that she executed the same in her authorized capacity, and that by her signature on  
the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

*Signature*



THIS IS A TRUE CERTIFIED COPY OF THE  
RECORD IF IT BEARS THE SEAL AND  
SIGNATURE OF THE ORANGE  
COUNTY CLERK-RECORDER.

DATE: MAR 23 2017  
CERTIFICATION FEE: 7.00



COUNTY CLERK-RECORDER

*Hugh Nguyen*

ORANGE COUNTY  
STATE OF CALIFORNIA



18565 Jamboree Road, Suite 275  
Irvine, CA 92612  
(949) 476-5757

## PRELIMINARY REPORT

Update 2

Our Order Number 2930005415-61

Star Commercial Properties

Attention: DAVID PERRY

When Replying Please Contact:

Property Address:

Martin Vique  
title.orange@ortc.com  
Ph:(949)476-5755  
Efax:(949)266-9509  
Direct line: (855) 563-3827

4476 Alderport Unit 53, Huntington Beach, CA 92649

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 16, 2018, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**

For Exceptions Shown or Referred to, See Attached



**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 2930005415-61**  
Update 2

The form of policy of title insurance contemplated by this report is:

Homeowner's Policy of Title Insurance - 2013; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

A CONDOMINIUM, AS DEFINED IN SECTION 783 OF THE CALIFORNIA CIVIL CODE, FOR A TERM OF YEARS AS SET FORTH IN THAT CERTAIN CONDOMINIUM SUBLEASE RECORDED NOVEMBER 7, 1980 AS FILE NO. 8696, IN BOOK 13824 PAGE 1294, OFFICIAL RECORDS, UPON AND SUBJECT TO ALL THE PROVISIONS THEREIN CONTAINED AND AS MODIFIED THEREOF RECORDED AUGUST 28, 2003 AS INSTRUMENT NO. 03-1044770, OFFICIAL RECORDS.

Title to said estate or interest at the date hereof is vested in:

JAMIE L. GALLIAN, A SINGLE WOMAN

The land referred to in this Report is situated in the County of Orange, City of Huntington Beach, State of California, and is described as follows:

**PARCEL 1:**

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN {"THE CONDOMINIUM PLAN"}, RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHE HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

**PARCEL 2:**

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

**PARCEL 3:**

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

**PARCEL 4:**

OLD REPUBLIC TITLE COMPANY  
**ORDER NO.** 2930005415-61  
 Update 2

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

APN: 937-630-53

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.
  
2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:
 

Assessor's Parcel No	:	937-630-53	
Code No.	:	04-007	
1st Installment	:	\$1,888.50	NOT Marked Paid
2nd Installment	:	\$1,888.50	NOT Marked Paid
Land Value	:	\$197,735.00	
Imp. Value	:	\$121,658.00	
  
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
  
4. Water rights, claims or title to water, whether or not shown by the public records.
  
5. Matters in various instruments of record which contain among other things easements and rights of way in, on, over and under the common area for the purpose of constructing, erecting, operating or maintaining thereon or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, telephone, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and similar public or quasi-public improvements or facilities. also the right of use and enjoyment in and to and throughout the common area as well as the non-exclusive easements and rights for ingress, egress to the owner herein described.

Reference is hereby being made to various documents and maps of record for full and further particulars.

Affects the common area.

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2930005415-61**  
Update 2

6. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land, such rights having been relinquished by the map of said tract.

Affects: Edinger avenue abutting common areas

Said land however, abuts upon a public thoroughfare other than the road referred to above, over which rights of vehicular ingress and egress have not been relinquished.

7. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, which provide that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded : May 28, 1980 in Book 13618 of Official Records, Page 982

Modification thereof, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded : August 5, 1980 in Book 13690 of Official Records, Page 1091

8. A lease affecting the premises herein described, executed by and between the parties herein named, with certain terms, covenants, conditions and provisions set forth therein.

lessor: Houser Bros, Co., a Limited Partnership  
lessee: Robert P. Warrington  
recorded: October 24, 1980 in book 13803, page 640, official records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

9. We find no open Deeds of Trust of record. Please verify by inquiry of Escrow Personnel and/or Agents whether or not we have overlooked something and advise the Title Department accordingly prior to closing.

## OLD REPUBLIC TITLE COMPANY

ORDER NO. 2930005415-61

Update 2

10. Abstract of Judgment for the amount herein stated and any other amounts due.

Creditor : TD Bank  
 Debtor : Jamie L. Gallian  
 Entered : October 4, 2016  
 Court : Superior Court of California County of Orange  
 Case No. : 30-2013-00863489-CL-CL-CJC  
 Amount : \$2,179.25  
 Dated : February 10, 2017  
 Recorded : March 9, 2017 in Official Records as Instrument Number 2017-00096952

11. Abstract of Judgment for the amount herein stated and any other amounts due.

Creditor : Capital One Bank  
 Debtor : Jamie L. Gallian  
 Entered : August 15, 2017  
 Court : Superior Court of California County of Orange  
 Case No. : 30-2017-00925831-CL-CL-CJC  
 Amount : \$4,332.92  
 Dated : August 17, 2017  
 Recorded : September 6, 2017 in Official Records as Instrument Number 2017-000378355

12. The requirement that this Company be provided with an opportunity to inspect the land. The Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection.

13. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

14. The effect of instruments, proceedings, liens, decrees or other matters which do not specifically describe said land but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and, in order to do so, we require a signed Statement of Identity from or on behalf of Jamie L. Gallian.



OLD REPUBLIC TITLE COMPANY  
**ORDER NO.** 2930005415-61  
Update 2

----- **Informational Notes** -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a condominium known as 4476 Alderport Unit 53, Huntington Beach, CA 92649.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

**ORDER NO. : 2930005415**

## **EXHIBIT A**

The land referred to is situated in the County of Orange, City of Huntington Beach, State of California, and is described as follows:

**PARCEL 1:**

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN {"THE CONDOMINIUM PLAN"}, RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

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NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

APN: 937-630-53

\* Jamie Gallian

Payoff Target

To: Jamie Gallian

Check Image

DEPOSIT

**JAMIE LYNN GALLIAN**  
4476 ALDERPORT DR  
HUNTINGTON BEACH, CA 92649  
(714) 321-3449

**082718**August 27 2018

DATE

PAY TO THE ORDER OF **CIR Law Offices**\$ **2,308.00****Two Thousand Three Hundred Eight Dollars and 00 Cents****BANK OF AMERICA, N.A.**  
HENRICO, VA 23228**SIGNATURE NOT REQUIRED**

Your depositor has authorized this payment to payee  
Payee to hold you harmless for payment of this document  
This document shall be deposited only to the credit of payee

File#: 3643401

FOR Trust: TTI

⑆121000358⑆ 32509330827⑈ 082718

Jamie Gallian  
Sent from my iPhone

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

HUNT & HENRIQUES  
ATTORNEYS AT LAW  
151 BERNAL RD, STE 8  
SAN JOSE, CA 95119

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



93.00

2018000351111 8:37 am 09/26/18

105 410 A45 4

0.00 0.00 0.00 0.00 9.00 0.00 0.000.0075.00 3.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE**

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

17  
4.2  
1.2  
1.6



EJ-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number)  
After recording, return to:  
Hunt & Henriques, Attorneys at Law  
Michael S. Hunt #99804 | Janalie Henriques #111589  
151 Bernal Road Suite 8  
San José CA 95119-1306  
TEL NO: 800-680-2426 FAX NO (optional) 408-362-2299  
E-MAIL ADDRESS (Optional): info@hunthenriques.com

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 700 Civic Center Drive West, Rm D-110  
MAILING ADDRESS:  
CITY AND ZIP CODE: Santa Ana CA 92701  
BRANCH NAME: Central Justice Center, Civil Division

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: CAPITAL ONE BANK (USA), N.A.	CASE NUMBER:
DEFENDANT: JAMIE L GALLIAN	30-2017-00925831-CL-CL-CJC

**ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT**

☒ FULL ☐ PARTIAL ☐ MATURED INSTALLMENT

FOR COURT USE ONLY

1. Satisfaction of the judgment is acknowledged as follows:

- a. ☒ Full satisfaction  
(1) ☒ Judgment is satisfied in full.  
(2) ☐ The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.
- b. ☐ Partial satisfaction  
The amount received in partial satisfaction of the judgment is \$
- c. ☐ Matured installment  
All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:\*

Capital One Bank (USA), N.A. % Hunt & Henriques  
151 Bernal Road Suite 8 San José CA 95119-1306

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:\*

JAMIE L GALLIAN  
4476 ALDERPORT DR. HUNTINGTON BEACH CA 92649-2288

5. a. Judgment entered on (date): August 15, 2017

b. ☐ Renewal entered on (date):

6. ☒ An ☒ abstract of judgment ☐ certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

COUNTY  
ORANGE

DATE OF RECORDING  
09/06/2017

INSTRUMENT NUMBER  
2017000378355

7. ☐ A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

**NOTICE TO JUDGMENT DEBTOR:** If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date:

SEP 12 2018

Donald Sherrill #266038

(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY)

\*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. \*\* A separate notary acknowledgment must be attached for each signature.

Form Approved for Optional Use  
Judicial Council of California  
EJ-100 (Rev. July 1, 2014)

**ACKNOWLEDGEMENT OF SATISFACTION OF JUDGMENT**

Page 1 of 1  
Code of Civil Procedure, §§ 58, 64, 66  
/PA 120 /PA 250

DD00029B



1208212.001

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

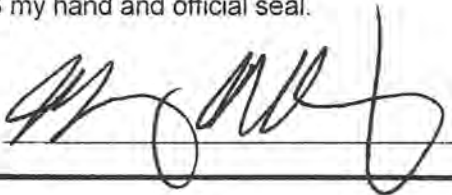
On SEP 12 2018 before me, Mary Mackenzie, notary public  
(insert name and title of the officer)

personally appeared Donald Sherrill #266038,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

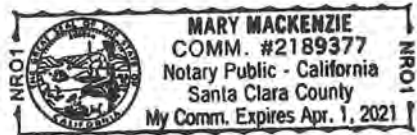
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



### Optional Section

- ☒ Acknowledgment of Satisfaction of  
☐ Judgment  
Release of Judgment Lien

Other: \_\_\_\_\_

Case / Reference #: \_\_\_\_\_

Date of Doc: \_\_\_\_\_

## PROOF OF SERVICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER, CIVIL DIVISION

Re: Capital One Bank (USA), N.A. v. JAMIE L GALLIAN  
Court Case Number: 30-2017-00925831-CL-CL-CJC

I am a citizen of the United States and employed in the County of Santa Clara, State of California; I am over the age of 18 years and not a party to the within entitled action; my business address is 151 Bernal Road Suite 8, San José, California 95119-1306.

On SEP 13 2018, I served the foregoing documents, described as **ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT** on the interested parties to said action by the following means:

- X (By Mail) By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on that date following ordinary business practices, in the United States Mail at the offices of Hunt & Henriques, California, addressed as shown below. I am readily familiar with this business's practice for collection and processing of correspondence for mailing with the U.S. Postal Service, and in the ordinary course of business correspondence would be deposited with the U.S. Postal Service the same day it was placed for collection and processing.
- \_\_\_\_ (By Mail) By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at San José, California, addressed as shown below.
- \_\_\_\_ (By Hand Delivery) By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the addresses shown below.
- \_\_\_\_ (By Personal Service) By personally delivering a true copy thereof enclosed in a sealed envelope, to the addresses shown below.
- \_\_\_\_ (By Overnight Delivery) By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges prepaid, to be sent by \_\_\_\_\_, addressed as shown below.
- \_\_\_\_ (By Facsimile Transmission) By transmitting a true copy thereof by facsimile transmission from facsimile number (408) 362-2299, to the interested parties to said action; the transmission was reported as complete and without error, and a copy of the transmission report, which was properly issued by the transmitting facsimile machine, is attached hereto and incorporated herein by reference. Said documents were transmitted to the interested parties as shown below at \_\_\_\_\_ a.m. / p.m.

I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on SEP 13 2018, in San José, Santa Clara County, California.

  
Amalia Alvarez

**NAME AND ADDRESS OF EACH PERSON SERVED:**

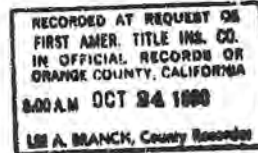
JAMIE L GALLIAN  
4476 ALDERPORT DR  
HUNTINGTON BEACH CA 92649-2288

36466

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Recorded at the Request of and \$ 15  
When Recorded Mail To:

Robert P. Warmington  
16592 Hale Avenue  
Irvine, CA 92714



No Consideration  
Lease Is For a Definite Term

AP-178-011-01

GROUND LEASE

THIS GROUND LEASE is made this 1st day of August, 1980, by and between HOUSER BROS. CO., a limited partnership organized and existing under the laws of the State of California in which Clifford C. Houser and Vernon F. Houser constitute the sole general partners whose address is Suite 204, 610 East Seventeenth Street, Santa Ana, California 92701 (herein termed the "Landlord"), and Robert P. Warmington whose address is 16592 Hale Avenue, Irvine, CA 92714.

W I T N E S S E T H:

1. PROPERTY LEASED. For and in consideration of the payment of the rents and taxes and other charges and for the performance of all of the covenants and conditions of this Lease by Tenant, Landlord hereby leases to Tenant those portions of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described as follows:

Parcel 1

Unit 67, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

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Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

(hereinafter referred to as the "leased land").

SUBJECT TO:

(a) Current taxes and assessments.

(b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.

2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Ground Lease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.

3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the annual sum of Nine Hundred DOLLARS (\$900) in monthly installments of \$75.00 each, in advance, on the first day of calendar month of said term; provided, however, if said term commences on other than the first day of a calendar month the first installment shall be paid on such commencement date in an appropriately reduced amount. Said rent is subject to adjustment at the time and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.

4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay, prior to the delinquency date thereof, all taxes and general and special assessments of every description which, during the term of this Lease, may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, whether belonging to Landlord or Tenant, and Tenant agrees to protect and hold harmless the Landlord and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

5. USE OF LEASED LAND. Tenant shall use the leased land for any purposes permitted under the zoning and other land use laws and regulations applicable thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.

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5. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of landlord whatsoever.

7. MAINTENANCE OF LEASED LAND. Landlord shall not be obligated to make any repairs, alterations, additions or improvements in or to or upon or adjoining the leased land or any structure of other improvement that may be constructed or installed thereon, but Tenant shall, at all times during the full term of this Lease and at its sole cost and expense, keep and maintain all buildings, structures and other improvements on the leased land, if any, in good order and repair, and the whole of the leased land and all improvements thereto free of weeds and rubbish and in a clean, sanitary and neat condition, and Tenant shall construct, maintain and repair all facilities and other improvements which may be required at any time by law upon or adjoining or in connection with or for the use of the leased land or any part thereof, and Tenant shall make any and all additions to or alterations in any buildings and structures on said premises which may be required and shall otherwise observe and comply with any and all public laws, ordinances and regulations for the time being, applicable to the leased land, and Tenant agrees to indemnify and save harmless the Landlord against all actions, claims and damages by reason of Tenant's failure to keep and maintain said premises and any buildings and improvements thereon as hereinabove provided, or by reason of its nonobservance or nonperformance of any law, ordinance and regulation applicable thereto.

8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.

9. LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against Landlord's title to the leased land, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided or otherwise arising, except liens, claims or demands suffered by or arising from the actions of Landlord, and Tenant shall pay all such liens, claims and demands before any action is brought to enforce the same against said land. Tenant agrees to hold Landlord and the leased land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Landlord in connection therewith. Landlord shall have the right at

any time to post and maintain on the leased land such notices as may be necessary to protect landlord against liability for all such liens or otherwise. Notwithstanding anything to the contrary contained in this Article, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, the Tenant shall, at its expense, defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand, indemnifying Landlord against liability for same, or if Landlord shall request, Tenant shall procure and record the bond provided for in Section 3143 of the California Code of Civil Procedure, or any comparable statute hereafter enacted providing for a bond freeing the leased land from the effect of such lien or claim or action thereon.

10. LIABILITIES. Landlord shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.

11. LANDLORD PAYING CLAIMS. Should Tenant fail or refuse to pay any tax, assessment or other charge upon the leased land when due and payable as provided herein, or any lien or claim arising out of the construction, repair, restoration, maintenance and use of the leased land and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, and if after thirty (30) days written notice from landlord to Tenant and to its authorized encumbrancer, if any, Tenant or its said encumbrancer shall fail or refuse to pay and discharge the same, then Landlord may, at its option, pay such tax, assessment, lien, claim, charge or demand, or settle or discharge any action therefor or judgment thereon, and all costs, expenses and other sums incurred or paid by Landlord in connection therewith shall be repaid to Landlord by Tenant upon written demand, together with interest thereon at the rate of ten (10%) percent per annum from the date of payment until repaid, and any

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default in such repayment shall constitute a breach of the covenants and conditions of this Lease. Notwithstanding the foregoing, if Tenant shall in good faith contest the validity of any tax or assessment levied against the leased land, then Tenant may withhold payment thereof pending settlement of its claim or pay the same under protest; and, in either case, at Tenant's expense, shall defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land.

12. **ASSIGNMENT.** Tenant shall have the right to assign, sublet or otherwise transfer its interest under this Lease without the prior written consent of Landlord. Notwithstanding the foregoing, this Lease or any right hereunder shall in no case be assigned separate and apart from the Tenant's interest in the improvements located on the leased land. Also notwithstanding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.

13. **ENCUMBRANCES.** Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:

A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of any such trust deed or assignment, the provisions of this Lease shall control.

B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.

C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.

D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within ninety (90) days after service of written notice on the encumbrancer by Landlord



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of its intention to terminate this Lease for such default or breach, shall:

(a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust deed to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed or shall be released or reconveyed thereunder; provided, however, that if the beneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forbearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Termination".

14. TERMINATION. Should Tenant fail to pay any installment of rent or any other sum provided in this Lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of thirty (30) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this Lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of sixty (60) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this Lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this Lease.

15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased

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land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

16. PLACE OF PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.

17. REMEDIES. Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Termination", then notwithstanding Tenant's breach of this Lease and abandonment of the leased land, this Lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:

A. The right to declare the term hereof ended and with process of law to reenter the leased land and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

B. The right to collect rent and other charges as the same may from time to time become due and to bring actions for such collections without terminating this Lease, and to thereafter at any time elect to terminate this Lease and all of the rights of Tenant in or to the leased land.

Should Landlord elect to terminate the Lease, Landlord shall be entitled to recover the worth at the time of the award of the amount by which the unpaid rent for the balance of the term, after the time of the award, exceeds the amount of the rental loss for the same period that Tenant proves could be reasonably avoided, together with

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the rent then unpaid, if any, together with any other remedy permitted under California Civil Code Section 1951.2 or any other similar statute hereafter enacted.

If Landlord shall elect to reenter the leased land under the provisions of A or B above, Landlord shall not be liable for damages by reason of such reentry.

Notwithstanding any other provision of this Lease, Landlord agrees that if the default complained of, other than for the payment of monies, is of such nature that the same cannot be cured within the period specified above, then such default shall be deemed to be cured if Tenant, within such period, shall have commenced the curing thereof and shall continue thereafter with all due diligence to cause such curing and does so complete the same with the use of such diligence.

Each of the terms, covenants, conditions and provisions of Tenant under this Lease is a material consideration for this Lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this Lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this Lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. HOLDING OVER. This Lease shall terminate and become null and void without further notice upon the expiration of said term. Any holding over shall not constitute a

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renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

20. EMINENT DOMAIN.

A. Definition of Terms. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes hereinabove provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and vests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

B. Effect of Taking. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this Lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.

C. Allocation of Award - Total Taking. All compensation and damages awarded for the total taking of the leased land and Tenant's leasehold interest therein shall be allocated as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The then fair market value of all of the improvements located on the leased land; and

(ii) The then fair market value of the Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

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D. Allocation of Award - Partial Taking. All compensation and damages awarded for the taking of a portion of the leased land shall be allocated and divided as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The proportionate reduction of the fair market value of the improvements located on the leased land; and

(ii) The proportionate reduction of the fair market value of Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this Lease, whichever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased and immediately thereafter.

F. Determination of Fair Market Value. Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by the arbitration procedure set forth in the Article entitled "Rental Adjustment".

21. RENTAL ADJUSTMENT. Effective January 1, 2000, January 1, 2020 and January 1, 2040, the annual rental payer hereunder shall be adjusted to a sum equal to 8% of the unimproved fair market value of the Leased Land. After any such adjustment of rent, Tenant shall pay to Landlord such rent as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the rental, as so adjusted, be less than the initial rental in the Article of this Lease entitled "Rental".

If, by January 1, 2000, January 1, 2020 or January 1, 2040 (as the case may be), the parties hereto shall have failed to agree upon such adjusted rental, then and thereupon the fair market value of the leased land and the amount of rental to be adjusted in relation thereto, as hereinafter provided, shall be determined by arbitration as follows: within ten (10) days after the date set for determining fair market value, each of the parties hereto shall appoint in writing an arbitrator and give written



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notice thereof to the other party; or, in case of the failure of either party so to do, the other party may apply to the Superior Court of Orange County, California, to appoint an arbitrator to represent the defaulting party in the manner prescribed in the then existing statutes of the State of California applicable to arbitration, the provisions of which statutes shall apply to and govern the arbitration herein provided for with the same effect as though incorporated herein. Within ten (10) days after the appointment of said two (2) arbitrators (in either manner) they shall appoint in writing a third arbitrator and give written notice thereof to Landlord and Tenant, and if they shall fail to do so, then either party hereto may make application to said Superior Court to appoint such third arbitrator in the manner prescribed in said arbitration statutes. The three (3) arbitrators so appointed (in either manner) shall promptly fix a convenient time and place in the County of Orange for hearing the matter to be arbitrated and shall give reasonable written notice thereof to each of the parties hereto and with reasonable diligence shall hear and determine the matter in accordance with the provisions hereof and of said arbitration statutes, and shall execute and acknowledge their award thereon in writing and cause a copy thereof to be delivered to each of the parties hereto and the award of a majority of said arbitrators shall determine the questions arbitrated, and a judgment may be rendered by said Superior Court confirming said award or the same may be vacated, modified or corrected by said Court at the instance of either of the parties hereto in accordance with said arbitration statutes, and said judgment shall have the force and effect as provided in said statutes.

Each of the parties hereto shall pay for the services of its appointee, attorneys and witnesses and one-half (1/2) of all other proper costs of arbitration. Pending the final decision of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this Lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental. If such adjusted rental, as finally determined, shall be less than such previous rental, the amount of any excess paid by Tenant during said interim period shall be credited against the first rentals thereafter payable hereunder.

22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land as to prevent any erosion thereof upon such streets or adjoining property.

23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and

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height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so erected. Such rights of use shall be as not to interfere with the use and enjoyment of the lessees of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

24. CONSTRUCTION AND EFFECT. Time is of the essence of this Lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this Lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this Lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.

25. NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land by Landlord shall be superior to the interest of Tenant herein, unless Landlord and Tenant execute an agreement in recordable form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary, this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect and that in the event of any conflict between the terms of this Lease and any such mortgage or deed of trust with regard to insurance or condemnation proceeds or any other provisions of the Lease or the mortgage or the deed of trust, the terms and provisions of this Lease shall prevail.

26. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other party or parties to this Lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

27. CONDOMINIUM SUBLEASE.

- (a) Landlord hereby agrees with Tenant for the benefit of the Condominium Owner/Subtenant under any Condominium Subleases that:

(i) So long as such Condominium Owner/Subtenant is not in default in the payment of rental or other charges due under the Condominium Sublease or in the performance of any of the other terms, covenants or conditions of the Condominium Sublease on such Condominium Owner/Subtenant's part to be performed, such Condominium Owner/Subtenant's possession of the Lot subject to such Condominium Sublease and Condominium Owner/Subtenant's other rights and privileges under the Condominium Sublease shall not be interfered with by the Landlord, its successors or assigns.

(ii) Should this Lease be terminated prior to the expiration of the term hereof or any extensions of said term for any reason whatsoever, including without limitation, as a result of Tenant's breach thereof or default thereunder, the Condominium Sublease shall continue in full force and effect as a direct lease between Landlord and the Condominium Owner/Subtenant under the Condominium Sublease, upon and subject to all of the terms, covenants and conditions of the Condominium Sublease for the balance of the term thereof remaining, provided that such Condominium Owner/Subtenant attorns to Landlord in writing. Notwithstanding the foregoing, Landlord shall not be bound by any act or omission of Tenant as the prior sublessor under the Condominium Sublease. Landlord shall not be bound by any prepayment of rent (other than through the Payment Agreement referred to in subparagraph 27(c) hereof or other charges which such Condominium Owner/Subtenant might have paid

BK 13803Pg 653

for more than three (3) months in advance to Tenant as the prior sublessor, and Landlord shall not be bound by any amendment to or modification of any Condominium Sublease or by any waiver or forbearance on the part of Tenant as the prior sublessor thereunder made or given without the written consent of Landlord.

- (b) If, the provisions of the foregoing notwithstanding, a Condominium Sublease is terminated by reason of any termination of this Lease, it is hereby agreed that the Condominium Owner/Subtenant under such Condominium Sublease and Landlord shall enter into a new lease upon the terms and conditions of the Condominium Sublease for the unen remaining balance of the term of the Condominium Sublease.
- (c) In the event that such Condominium Subleases shall call for the payment of rent less frequently than quarter annually, the provisions of subparagraph 27(a) shall only be applicable if Landlord and Tenant enter into a Payment Agreement under the terms of which all rental to be paid by Condominium Owner/Subtenant under the terms of the Condominium Sublease will be paid to a neutral depository, such as a bank, savings and loan, trust company or escrow company. Such neutral depository shall be instructed to remit to lessor from such sum collected the amount due under this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

HOUSER BROS. CO., a limited  
partnership

By *B. L. Houser*  
General Partner

By *Thomas F. Houser*  
General Partner

"Landlord"

*Robert P. Warmington*  
Robert P. Warmington

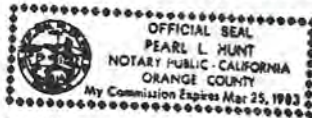
"Tenant"

BK 13803PG 654

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On August 13, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Vernon and Clifford Houser, known to me to be two of the partners of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



[Seal]

Pearl L. Hunt  
Notary Public

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

On August 1, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



[Seal]

Pearl L. Hunt  
Notary Public





**Shari L. Freidenreich, CPA**  
Orange County Treasurer - Tax Collector  
P.O. BOX 1438 • Santa Ana, CA 92702-1438  
835 N. Main Street, Building 11, Room 600, Santa Ana  
Office Hours: 8:00 AM-5:00 PM Monday - Friday  
Phone Number: 949 441-9200 FAX (714) 834-3111  
ocgov.com/octaxbill

## 2018-19 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019

000042-000042 STATE 740701 OCT026  
BWNLBHV \*\*\*\*\*AUTO\*\*ALL FOR AADC 926  
#9376 3053 0020 183#



HOUSER BROS CO  
GALLIAN JAMIE L  
4476 ALDERPORT DR UNIT 53  
HUNTINGTON BEACH CA 92649-2288



PRINTED ON RECYCLED PAPER 12:01 AM JANUARY 1, 2018

HOUSER BROS CO

## CORRECTED SECURED TAX BILL

PARCEL NO. (APN)	TAX MAP AREA	1st Assessment DUE VALUE	2nd Assessment DUE VALUE	TOTAL DUE VALUE
937-630-53	04-007	\$1,888.50	\$1,888.50	\$3,777.00

### IMPORTANT INFORMATION

If you sold this property or no longer own it, you can disregard this bill.  
Property taxes are the responsibility of the new owner. Contact the  
Office of the Assessor at (714) 834-2727 regarding ownership changes.

Enrollment date 10/04/18.

ORDER # REVISION 01 DATE 08/30/18 2018 CORRECTION OF  
ASSESSOR ASMT INFO

Corrected Billing

VOTER APPROVED TAXES AND SPECIAL ASSESSMENTS			
SERVICE AGENCY	RATE	VALUE	TAXES
BASIC LEVY RATE	1.00000	312,393	3,123.93
COAST COMM COLLEGE DIST	.03052	312,393	95.34
OCEAN VIEW SD 2016, SR 2017A	.02404	312,393	75.10
HUNTINGTON BCH UNION HS	.02388	312,393	74.60
HUNTINGTON BEACH EMPLOYEE RETIREME	.01500	312,393	46.86
METRO WATER D-MWDOC	.00350	312,393	10.93
SPECIAL ASSESSMENT CHARGES		PHONE NO.	
MOSQ, FIRE ANT ASSMT		(800)273-5167	4.49
VECTOR CONTROL CHG		(800)273-5167	0.67
MWD WATER STDBY CHG		(866)807-6864	10.08
OCSD SEWER USER FEE		(714)593-7281	335.00
TOTAL CHARGED	1.09694		3,777.00

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT OCGOV.COM/OCTAXBILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON  
RETAIN TOP PORTION FOR YOUR RECORDS - IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT



**Shari L. Freidenrich, CPA**  
Orange County Treasurer - Tax Collector  
P.O. BOX 1436 • Santa Ana, CA 92702-1436  
625 N. Ross Street, Building 11, Room 650, Santa Ana  
Office Hours: 8:00 AM-5:00 PM Monday - Friday  
Phone Hours: 9:00 AM-5:00 PM (714) 834-3411  
ocgov.com/octaxbill

## 2017-18 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

0015097-0015097 STMT----- 6-8899 OCT013  
#BWNLBHV \*\*\*\*\*AUTO\*\*5-DIGIT 92649  
#9376 3053 2017 4#

HOUSER BROS CO  
GALLIAN JAMIE L  
4476 ALDERPORT DR UNIT 53  
HUNTINGTON BEACH CA 92649-2288



OWNER OF RECORD AS OF 12:01 AM, JANUARY 1, 2017

HOUSER BROS CO  
GALLIAN, JAMIE L

### DID YOU KNOW?

Don't wait in line, pay online at [ocgov.com/octaxbill](http://ocgov.com/octaxbill), receive same day credit and an emailed receipt. There is no cost to pay by eCheck! Also, due to construction, parking at the Civic Center is not close to our office.

Mailed payments must have a USPS postmark on or before the delinquent date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely.

Sign up to receive a due date reminder email at [ocgov.com/taxreminder](http://ocgov.com/taxreminder).

### PROPERTY LOCATION

4476 ALDERPORT 53 HUNTINGTON BEACH

### ASSESSED VALUES & EXEMPTIONS AS OF JANUARY 1, 2017

DESCRIPTION	FULL VALUE	COMPUTED TAX
LAND	193,858	
IMPROVEMENTS - BUILDING	115,559	
TOTAL VALUES:	309,417	3,752.48
TOTAL NET TAXABLE VALUE:	309,417	3,752.48

PARCEL NO. (APN)	TAX RATE AREA	1st Installment DUE 11/1/17	2nd Installment DUE 2/1/18	TO PAY BOTH INSTALLMENTS BY 12/1/17
937-630-53	04-007	\$1,876.24	+	\$1,876.24 = \$3,752.48

### IMPORTANT INFORMATION

If you sold this property or no longer own it, you can disregard this bill. Property taxes are the responsibility of the new owner. Contact the Office of the Assessor at (714) 834-2727 regarding ownership changes.

LOCATED ON AP 178-771-03

SERVICE AGENCY	RATE	VALUE	TAXES
BASIC LEVY RATE	1.00000	309,417	3,094.16
COAST COMM COLLEGE DIST	.03145	309,417	97.31
OCEAN VIEW SD 2016, SR 2017A	.02703	309,417	83.63
HUNTINGTON BCH UNION HS	.02403	309,417	74.35
HUNTINGTON BEACH EMPLOYEE RETIREME	.01500	309,417	46.42
METRO WATER D-MWDOC	.00350	309,417	10.83
SPECIAL ASSESSMENT CHARGES			
MOSQ.FIRE ANT ASSMT		PHONE NO.	
VECTOR CONTROL CHG		(800)273-5167	4.03
MWD WATER STDBY CHG		(800)273-5167	0.67
OCSD SEWER USER FEE		(866)807-6884	10.08
		(714)593-7281	331.00
TOTAL CHARGED	1.10101		3,752.48

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT [OCGOV.COM/OCTAXBILL](http://OCGOV.COM/OCTAXBILL)

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON  
RETAIN TOP PORTION FOR YOUR RECORDS - IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT.

FO74-453 (2017)

**BS-INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 06/19/17

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

JUL-SEP 2017 3RD QTR GROUND RENT  
DELINQUENT IF NOT RECEIVED BY JULY 10, 2017

Date	Description	Charges	Payments	Balance
07/01/17	Balance Forward			-2,144.73
	Ground Rent (07/2017)	2,144.73		0.00

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	-2,144.73	0.00	0.00



**BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 09/14/17

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

4th QTR - Oct-Dec 2017  
DELINQUENT IF NOT RECEIVED BY 10/10/2017

Date	Description	Charges	Payments	Balance
10/01/17	Balance Forward			0.00
	Ground Rent (10/2017)	2,144.73		2,144.73

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,144.73

**BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 12/18/17

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

1st QTR Jan-Mar 2018

Delinquent if not received by January 10, 2018

Date	Description	Charges	Payments	Balance
01/01/18	Balance Forward			0.00
	Ground Rent (01/2018)	2,211.22		2,211.22

1<sup>st</sup> QUARTER 2018 GROUND RENT (\$2,144.73 + \$66.49 CPI INCREASE)  
**TOTAL = \$2,211.22**

**ENCLOSURES:**

- (1) Schedule entitled "Calculation of Rent Increase 1/1/2018" (see reverse side)
- (2) U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index
- (3) Excerpt from First Amendment to Condominium Sublease

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

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We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you and Happy Holidays from  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22



**BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 03/15/18

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

2nd QTR Apr-Jun 2018  
Delinquent if not received by April 10, 2018

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
04/01/18	Ground Rent (04/2018)	2,211.22		2,211.22

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22

**BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
 1340 Reynolds Ave, Ste 116  
 Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 06/15/18

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

Jul-Sep 2018 Quarterly Ground Rent  
 Delinquent if not received by July 10, 2018

Date	Description	Charges	Payments	Balance
07/01/18	Balance Forward			-0.78
	Ground Rent (07/2018)	2,211.22		2,210.44

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
 Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,210.44

**BS INVESTORS - HB GABLES**

c/o Triage Management Inc | 949.250.0700  
1340 Reynolds Ave, Ste 116  
Irvine, CA 92614

**Statement**

Account: ghb - 053 - 053gal

Date: 09/15/18

Payment: \_\_\_\_\_

**Jamie Gallian**  
**4476 Alderport Drive**  
**Huntington Beach, CA 92649**

Oct-Dec 2018 Quarterly Ground Rent  
Delinquent if not received by Oct 10, 2018

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/01/18	Ground Rent (10/2018)	2,211.22		2,211.22

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

**BS INVESTORS-GABLES HB**

Thank you  
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22

## Title Chain & Lien Report

4476 Alderport Dr #53, Huntington Beach, CA 92649-2288

APN: 937-630-53

Orange County Data as of: 07/14/2020

Search Start Date: 01/01/1967 Start Date: 01/01/1967  
Search End Date: 08/03/2020 End Date: 08/03/2020

Date	Type	Grantor	Grantee	Document #	Doc Ref.
11/07/1980	Plat, County Miscellaneous Plat	Houser Bros	Warmington Robert	13824.1253	
11/07/1980	Plat, County Miscellaneous Plat	Warmington Robert	Robert P Warmington	13824.1256	
11/07/1980	Lease	Houser Bros	Warmington Robert	13824.1259	121726
03/22/1983	Assignment Of Lease Or Sublease	Turner John F	Cal State	1983.121726	
11/07/1980	Lease	Warmington Robert	Turner John F	13824.1274	331538
05/22/2007	Assignment Of Lease Or Sublease	Walther Virginia	Rider Larry W	2007.331538	
11/07/1980	Deed	Robert P Warmington	Warmington Robert	13824.1291	
11/07/1980	Deed	Robert P Warmington	Turner John F	13824.1294	
11/07/1980	Deed Of Trust	Turner John F	4476 Alderport	13824.1299	160268
04/18/1983	Assignment			1983.160268	
11/07/1980	Plat, County Miscellaneous Plat	Houser Bros	Warmington Robert	13824.1306	
11/07/1980	Plat, County Miscellaneous Plat	Warmington Robert	Robert P Warmington	13824.1309	
01/25/1982	Lien	Turner John F		1982.28038	229508
04/27/1987	Release	Turner John F		1987.229508	
03/22/1983	Deed Of Trust	Turner John F	Cal State	1983.121725	158849
04/15/1983	Request For Notice			1983.158849	
09/15/1986	Assignment			1986.422792	
02/03/1987	Office Information, (Additional Document Information)	Ticor		N/A	
04/23/1987	Deed Of Trust	Turner John F	Mercury Sav	1987.223072	452800
08/22/1991	Assignment			1991.452800	
04/27/1987	Substitution Of Trustee			1987.229509	
04/27/1987	Reconveyance			1987.229510	
04/27/1987	Assignment	Cal State	Turner John F	1987.229511	
08/20/1987	Reconveyance			1987.473448	
09/24/1998	Assignment Of Lease Or Sublease	G HB Investors	Wertin Trust	1998.644009	
09/24/1998	Assignment Of Lease Or Sublease	Wertin Trust	Brief Trust	1998.644010	
07/23/1999	Assignment Of Lease Or Sublease	Ghb Investors &	BS Investors LLC	1999.542301	

**RECORDING REQUESTED BY:**

**Mr. Randy Nickel  
4476 Alderport Drive  
Huntington Beach, CA 92649**

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

 96.00

\* \$ R 0 0 1 0 4 4 6 0 2 6 \$ \*

2018000395579 2:35 pm 10/31/18

227 415 A34 5

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**MAIL TAX STATEMENTS TO:**

**Mr. Randy Nickel  
4476 Alderport Drive.  
Huntington Beach, CA 92649**

Lease from Present to 2059

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**TITLE OF DOCUMENT: ASSIGNMENT OF CONDOMINIUM SUBLEASE**

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**WHEN RECORDED MAIL TO:**

(Assignee's Name & Address)

**MR. RANDALL L. NICKEL  
4476 ALDERPORT DRIVE  
HUNTINGTON BEACH, CA 92649**

**Mail tax statements to:**

**MR. RANDALL L NICKEL  
4476 ALDERPORT DRIVE  
HUNTINGTON BEACH, CA 92649**

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(Space Above this Line for Recorder's Use)

**ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE**

No Consideration. Term of Lease Less Than 99 years.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain GROUND LEASE also known as the MASTER LEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.**

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980 for that certain MASTER LEASE dated October 19, 1979; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, **\*\*Instrument No. 8691.****

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain SUBLEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.**

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979; for that certain SUBLEASE dated November 7, 1980, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, **\*\*Instrument No. 8692;****

**WHEREAS**

**For valuable consideration, receipt of which is hereby acknowledged, the undersigned JAMIEL GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain MASTER LEASE/ Ground Lease, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, **\*\*Instrument No. 8693;****

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property, all right, title and interest of the undersigned, as Tenant, in and under that certain CONDOMINIUM SUBLEASE, dated August 1, 1980, by and between ROBERT P. WARMINGTON, as Landlord, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANT, recorded on November 7, 1980, Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1274-1290, \*\*Instrument No. 8694;

As amended by the FIRST AMENDMENT TO CONDOMINIUM SUBLEASE effective January 1, 2003, recorded in the Office of the Orange County, California Clerk Recorder as Document No. 2003-001044770 on August 28, 2003.

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain CONVEYANCE OF REMAINDER INTEREST, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1291-1293, \*\*Instrument No. 8695;

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property, all right, title and interest of the undersigned, as Tenant, in and under that certain CONDOMINIUM SUBLEASE (SHORT FORM - MEMORANDUM AND GRANT DEED, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1294-1298, \*\*Instrument No. 8696.

DATED: 10/31/18

[Signature]  
ASSIGNOR JAMIE L GALLIAN

STATE OF CALIFORNIA     )  
  ) ss.

COUNTY OF ORANGE

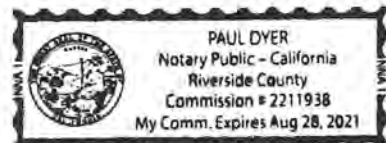
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018, before me, Paul Dyer, Notary Public  
Personally appeared Jamie L Gallian

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public

(This space for Notary Seal)



**ASSIGNMENT OF CONDOMINIUM SUBLEASE**

**ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and conditions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10.31.18

Randall L. Nickel  
ASSIGNEE RANDALL L. NICKEL

STATE OF CALIFORNIA )

) ss.

COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public

Personally appeared Randall L. Nickel

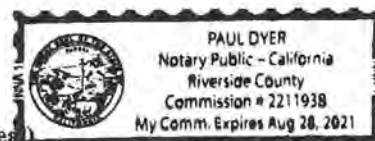
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(This space for Notary Seal)



### **EXHIBIT A (LEGAL)**

The estate or interest in the land described;

A Ground leasehold and Condominium Sublease hold estate as to Parcels 1 and 2, said estate being more particularly described as the Lessees' interest under that certain Ground Lease set forth in subparagraph (A) herein below:

(A) That certain Ground Lease dated August 1, 1980, executed by Houser Bros. Co, A Limited Partnership organized under the Laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1259-1273**  
**APN: 937-63-053, Unit 53.**

(B) That certain Condominium Sublease dated August 1, 1980, executed by Robert P. Warmington, as Sublessor and John F. Turner and Virginia H. Turner (Original Sublessee) for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1274-1290**  
**APN: 937-63-053, Unit 53.**

All that certain land interest situated in the State of California, County of Orange and is described as follows:

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as Tenants in Common in the Common Area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Map, records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said Land without the right of surface entry above the depth of 500 feet from the surface, as reserved in deeds of record.

Parcel 3:

Those portions of Unit 53, building 14, inclusive, as shown and defined on the Condominium Plan, Consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

Order No. 210-2010875-15



**Orange Coast Title Company of Southern California -  
Inland Empire Division**  
1845 Business Center Drive, Suite 218  
San Bernardino, CA 92408  
909-825-8800

	<b>PRELIMINARY REPORT</b>	
--	---------------------------	--

Mellor Law Firm  
6800 Indiana Ave Suite 222  
Riverside, CA 92506

<b>Attention:</b>	Judy Taylor	<b>Your no.:</b>	4476
<b>Property address:</b>	4476 Alderport, #53, Huntington Beach, CA 92649	<b>Order no.:</b>	210-2010875-15
<b>Dated:</b>	June 5, 2019		

In response to the above referenced application for a policy of title insurance, **Orange Coast Title Company of Southern California - Inland Empire Division** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 22, 2019 at 7:30 AM

Greg Gullotta, Title Officer  
Ph: 909-825-8800  
Email: unit15@octitle.com



The form of policy of title insurance contemplated by this report is:

A.L.T.A Homeowner's Policy (2/03/10) and A.L.T.A. Loan Policy (06-17-06)

The Policy of Title Insurance, if issued, will be underwritten by: Real Advantage Title Insurance Company, a subsidiary of Orange Coast Title Company. See attached disclosure.

NOTE: The premium for a policy of Title Insurance, if issued, will be based on:

A liability of TBD Subject to any filed rate increases and/or changes in the liability.

### Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records

Title to said estate or interest at the date hereof is vested in:

Randall L. Nickel, a married man, as his sole and separate property

The land referred to in this report is situated in the City of Huntington Beach, the County of Orange, State of California, and is described as follows:

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records.

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as tenants in common in the common area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a Map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, Records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said land without the right of surface entry above the depth of 500 feet from the surface, as reserved in Deeds of Record.

Order No. 210-2010875-15

Parcel 3:

Those portions of Unit 53, Building 14, inclusive, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

Assessor's Parcel Numbers(s): 937-630-53

**Schedule "B"**

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2019-2020, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2019, delinquent if not paid by 12/10/2019

Second installment due and payable 02/01/2020, delinquent if not paid by 04/10/2020

- 2 General and Special taxes for the fiscal year 2018-2019, including any assessments collected with current taxes.

Total amount	\$3,777.01
1st installment	\$1,888.51, paid with penalty
Penalty	\$188.85 (after 12/10/2018)
2nd installment	\$1,888.50, paid
Penalty	\$211.85 (after 4/10/2019)
Code area	04-007 - City of Huntington Beach
Parcel No.	937-630-53
Exemption	\$not shown

NOTE: Taxes above mentioned have all been paid and are reported for proration purposes only.

- 3 Supplemental taxes including special assessments and/or personal property taxes if any, for the fiscal year 2018 - 2019.

Total amount	0.00
1st installment:	0.00 No tax due
2nd installment:	0.00 No tax due
Parcel no.	937-630-53.0100

- 4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 5 Easements for ingress and egress, parking, pipeline, drainage, sanitary sewers, public utilities, slopes and rights incidental thereto, as disclosed by instruments of record and the map of said tract, affecting only the common area shown in that certain condominium plan recorded 10/18/1979, in Book 13358 Page 1193, of Official Records.

- 6 Matters in an instrument which among other things may contain or make provisions for assessments and liens and the subordination thereof; provisions relating to partition; restrictions on severability of component interests; provisions for certain easements and/or encroachments; and containing covenants, conditions and restrictions which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust in good faith and for value, recorded 5/28/1980, in Book 13618 Page 982, Official Records, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3604 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.

"NOTE: section 12955 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12955 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."

Notwithstanding the mortgagee protection clause contained in the above mentioned covenants, conditions and restrictions, they provide that the liens and charges for upkeep and maintenance are subordinate only to a first mortgage.

Said instrument may provide for levying regular as well as special assessments.

An instrument declaring a modification thereof was recorded 8/5/1980, in Book 13690 Page 1091, Official Records

- 7 Any assessments due the current managing Association(s),
- 8 A Lease of said land upon the terms, covenants and provisions therein provided  
Recorded: 10/24/1980, in Book 13803 Page 640 , Official Records.  
Dated: 8/1/1980  
Term: As provided therein years from 12/31/2059  
Lessor: Houser Bros. co, a Limited Partnership  
Lessee: Robert P. Warmington

The present ownership of said Leasehold and other matters affecting the interest of the Lessee are not shown herein.

- 9 Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessor(s) in the lease or leases described or referred to herein.
- 10 The effect of any failure to comply with the terms, covenants and provisions of the lease or leases described or referred to herein.
- 11 The requirement that The Huntington Beach Gables Homeowners Association consent to any document transferring or encumbering the estate described herein.
- 12 "NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review".
- 13 A claim of lien pursuant to the terms and provisions of the declaration of covenants, conditions and restrictions affecting said land  
Recorded: 12/17/2018 as Instrument No. 2018-469842, Official Records.  
Claimant: The Huntington Beach Gables Homeowners Association  
Amount: \$525.00
- 14 NOTE: It may be necessary for the spouse of Randall L. Nickel , to join in the execution of any instrument required to convey or encumber said land.

**End of Schedule B**

**NOTE NO. 2**

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

**NOTE NO. 3 PAYOFF INFORMATION:**

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

**NOTE NO. 4**

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

**Notice Regarding Your Deposit of Funds**

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow.



**"NOTES AND REQUIREMENTS SECTION"**

ORANGE COAST TITLE COMPANY  
OF SOUTHERN CALIFORNIA

**NOTE NO. 1**

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE**

This is to give you notice that Orange Coast Title Company is a shareholder in Orange Coast Title Company of Southern California and Orange Coast Title Company owns an interest in Real Advantage Title Insurance Company. This underwriter may be chosen by Orange Coast Title Company of Southern California and this referral may provide Orange Coast Title Company a financial or other benefit.

You are NOT required to use the listed provider as a condition for settlement of your loan or purchase, sale or refinance of the subject property and you have the opportunity to select any of the Orange Coast Title Company of Southern California title insurance underwriters for your transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES

Notes section continued on next page...



**Orange Coast Title Company of Southern California -**

**Inland Empire Division**

1845 Business Center Drive, Suite 218

San Bernardino, CA 92408

909-825-8800

Attention:

Borrower:

**Lenders supplemental report**

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.
- B. The improvements on said land are designated as:  
  
A condominium  
  
4476 Alderport, #53, in the City of Huntington Beach, County of Orange, State of California.
- C. Our search of the public records revealed conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:  
  
None.

Order No. 210-2010875-15

**Attention**

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed. That legal description page immediately follows this page.

Thank you for your support of **Orange Coast Title Company of Southern California - Inland Empire Division**. We hope that this makes your job a little easier.

**Exhibit "A"**

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records.

**Parcel 1:**

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

**Parcel 2:**

An undivided one-eightieth (1/80th) interest as tenants in common in the common area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a Map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, Records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said land without the right of surface entry above the depth of 500 feet from the surface, as reserved in Deeds of Record.

**Parcel 3:**

Those portions of Unit 53, Building 14, inclusive, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

**Parcel 4:**

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

**Parcel 5:**

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

**Parcel 6:**

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

## The Huntington Beach Gables Homeowners Association

5267 Warner Ave., #263  
Huntington Beach, CA 92649

**Invoice Date**

8/21/2020

**Invoice #**

1069

# INVOICE

**Property:**

4476 Alderport

**Bill To:**

**Jamie Gallian**

4476 Alderport

Huntington Beach, CA 92649

**PLEASE PAY  
THIS AMOUNT**

▶▶▶▶

**\$412,958.11**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

**Make checks payable to:**

**The Huntington Beach Gables  
Homeowners Assoc.  
5267 Warner Ave., #263  
Huntington Beach, CA 92649**

### The Huntington Beach Gables Homeowners Association

**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**

5267 Warner Ave., #263  
Huntington Beach, CA 92649

Due Date	Account #
9/1/2020	22034

Transaction	Amount	Amount
September Assessment	350.00	350.00



United States Bankruptcy Court

Central District of California

In re:

Jamie Lynn Galian  
Debtor

Case No. 21-11710-ES

Chapter 7

**CERTIFICATE OF NOTICE**

District/off: 0973-8

User: admin

Page 1 of 2

Date Rcvd: Jul 09, 2021

Form ID: 309A

Total Noticed: 41

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 11, 2021:

Recip ID	Recipient Name and Address
db	+ Jamie Lynn Galian, 16222 Monterey Ln SP #376, Huntington Beach, CA 92649-2258
40861531	+ David R. Flyer, 4120 Birch St. Ste. 101, Newport Beach, CA 92660-2228
40861532	+ Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7907
40861533	+ Frank Satalino, 19 Velarde Ct., Rancho Santa Margarita, CA 92688-8502
40861535	+ Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861534	+ Gordon Rees Scully & Mansukhani, 5 Park Plaza Ste. 1100, Irvine, CA 92614-8502
40861536	+ Houser Bros. Co., DBA Rancho Del Rey Estates, 16222 Monterey Ln, Huntington Beach CA 92649-6214
40861537	+ Houser Bros. Co., DBA Rancho Del Rey Mobile Home Estates, 17610 Beach Blvd Ste. 32, Huntington Beach, CA 92647-6876
40861538	+ Huntington Harbor Village, 16400 Saybrook, Huntington Beach, CA 92649-2277
40861540	+ J-pad, LLC, 2702 N Gaff Street, Orange, CA 92865-2417
40861541	+ James H Cosello, Casello & Lincoln, 525 N Cabrillo Park Dr. Ste 104, Santa Ana, CA 92701-5017
40861530	+ Jamie Lynn Galian, 16222 Monterey Ln #376, Huntington Beach, CA 92649-2258
40861543	+ Janine Jasso, P.O. Box 370161, El Paso, TX 79937-0161
40861542	+ Janine Jasso, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861544	+ Jennifer Ann Paulin, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861545	+ Kia Motors Finance, PO Box 20815, Fountain Valley, CA 92728-0815
40861546	+ Lee S. Gragnano, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861547	+ Linda Jean "Lindy" Beck, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861548	+ Lisa T. Ryan, 20949 Lassen St. Apt 208, Chatsworth, CA 91311-4239
40861549	+ Lori Ann Burrett, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861550	Mark A. Mellor Mellor Law Firm, c/o Randall Nickell, 6800 Indiana Ave., Riverside, CA 92506-4267
40861552	Michael S. Devereux, Wex Law, 9171 Wilshire Blvd. Ste. 500, Beverly Hills, CA 90210-5536
40861553	+ Nationwide Reconveyance, LLC, c/o Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7908
40861554	Orange County Tax Assessor, P.O. Box 149, Santa Ana, CA 92701
40861555	+ Patricia Ryan, 20949 Lassen St. Apt 208, Chatsworth, CA 91311-4239
40861557	+ People of the St of CA, 8141 13th Street, Westminster, CA 92683-4576
40861558	+ Randall Nickell, 11619 Inwood Drive., Riverside, CA 92503-5000
40861556	+ Raquel Flyer-Dashner, 4120 Birch St. Ste. 101, Newport Beach, CA 92660-2228
40861560	+ Stanley Feldsott; Esq, Feldsott & Lee, 23161 Mill Creek Drive, Laguna Hills, CA 92653-7907
40861561	+ Steven A. Fink, 13 Corporate Plaza Ste, 150, Newport Beach, CA 92660-7919
40861559	+ Superior Default Services Inc, c/o Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7908
40861563	+ The Huntington Beach Gables, Homeowners Association, c/o Epsten Grinnell & Howell APC, 10200 Willow Creek Road, Ste 100, San Diego, CA 92131-1669
40861562	The Huntington Beach Gables, Homeowners Association, c/o Epsten Grinnell & Howell, APC 10200 Willow Creek Road., Ste 100 San Diego, CA 92131
40861564	+ Theodore R "Ted" Phillips, c/o Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005
40861565	United Airlines, P.O. Box 0675, Carol Stream, 60132-0675
40861567	+ Vivienne J Alston, Alston, Alston & Diebold, 27201 Puerta Real Ste 300, Mission Viejo, CA 92691-8590

TOTAL: 36

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
tr	EDI: FJIGOLDEN.COM	Jul 10 2021 03:38:00	Jeffrey I Golden (TR), Weiland Golden Goodrich LLP, P.O. Box 2470, Costa Mesa, CA 92628-2470
smg	EDI: EDD.COM	Jul 10 2021 03:38:00	Employment Development Dept., Bankruptcy

District/off: 0973-8

User: admin

Page 2 of 2

Date Rcvd: Jul 09, 2021

Form ID: 309A

Total Noticed: 41

smg EDI: CALTAX.COM

Jul 10 2021 03:38:00

Group MIC 92E, P.O. Box 826880, Sacramento, CA 94280-0001

40861539 EDI: IRS.COM

Jul 10 2021 03:38:00

Franchise Tax Board, Bankruptcy Section MS: A-340, P.O. Box 2952, Sacramento, CA 95812-2952

40861566 EDI: USBANKARS.COM

Jul 10 2021 03:38:00

Internal Revenue Service, PO Box 7346, Philadelphia, 19101-7346

US Bank NA, PO Box 64799, Saint Paul, MN 55164

TOTAL: 5

**BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
40861568	4	
40861551		Michael Chulak-(unknown), Mchulak@MTcLaw.com

TOTAL: 2 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

**NOTICE CERTIFICATION**

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 11, 2021

Signature: /s/Joseph Speetjens

<b>Information to identify the case:</b>		
Debtor 1	<b>Jamie Lynn Gallian</b>	Social Security number or ITIN <b>xxx-xx-3936</b>
	First Name Middle Name Last Name	EIN _____
Debtor 2		Social Security number or ITIN _____
(Spouse, if filing)	First Name Middle Name Last Name	EIN _____
United States Bankruptcy Court <b>Central District of California</b>		Date case filed for chapter <b>7 7/9/21</b>
Case number: <b>8:21-bk-11710-ES</b>		

**Official Form 309A (For Individuals or Joint Debtors)**

**Notice of Chapter 7 Bankruptcy Case — No Proof of Claim Deadline**

10/20

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read all pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>).

**The staff of the bankruptcy clerk's office cannot give legal advice.**

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Jamie Lynn Gallian	
2. All other names used in the last 8 years	aka Jamie L Gallian	
3. Address	16222 Monterey Ln SP #376 Huntington Beach, CA 92649	
4. Debtor's attorney Name and address	Jamie Lynn Gallian 16222 Monterey Ln SP #376 Huntington Beach, CA 92649	Contact phone 714-321-3449 Email _____
5. Bankruptcy trustee Name and address	Jeffrey I Golden (TR) Welland Golden Goodrich LLP P.O. Box 2470 Costa Mesa, CA 92628-2470	Contact phone (714) 966-1000 Email _____

5/

Debtor **Jamie Lynn Gallian**

Case number **8:21-bk-11710-ES**

<b>6. Bankruptcy clerk's office</b>  Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a> .	411 West Fourth Street, Suite 2030, Santa Ana, CA 92701-4593	Hours Open: 9:00 AM – 4:00 PM  Contact phone 855-460-9641  Dated: 7/9/21
<b>7. Meeting of creditors</b>  Debtors must attend the meeting to be questioned under oath by the trustee and by creditors. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	<b>August 18, 2021 at 09:00 AM</b>  The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.  The trustee is designated to preside at the meeting of creditors. The case is covered by the chapter 7 blanket bond on file with the court.	Location:  <b>TELEPHONIC MEETING, FOR INSTRUCTIONS, CONTACT THE TRUSTEE</b>
<b>8. Presumption of abuse</b>  If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances.	The presumption of abuse does not arise.	
<b>9. Deadlines</b>  The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	<b>File by the deadline to object to discharge or to challenge whether certain debts are dischargeable:</b>  <b>Filing deadline: 10/18/21</b>  <b>You must file a complaint:</b> <ul style="list-style-type: none"> <li>• if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or</li> <li>• if you want to have a debt excepted from discharge under 11 U.S.C § 523(a)(2), (4), or (6).</li> </ul> <b>You must file a motion:</b> <ul style="list-style-type: none"> <li>• if you assert that the discharge should be denied under § 727(a)(8) or (9).</li> </ul> <b>Deadline to object to exemptions:</b> The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	
<b>10. Proof of claim</b>  Please do not file a proof of claim unless you receive a notice to do so.	No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.	
<b>11. Creditors with a foreign address</b>	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
<b>12. Exempt property</b>	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a> . If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9.	

For more information, see pages 1 and 3 >



Debtor **Jamie Lynn Gallian**Case number **8:21-bk-11710-ES**

<b>13. Proof of Debtor Identification (ID) and Proof of Social Security Number(SSN)</b>	The U.S. Trustee requires that individual debtors must provide to the trustee at the meeting of creditors an original picture ID and proof of SSN. Failure to do so may result in the U.S. Trustee bringing a motion to dismiss the case. Permissible forms of ID include a valid state driver's license, government or state-issued picture ID, student ID, military ID, U.S. Passport or legal resident alien card. Proof of SSN includes Social Security Card, current W-2 form, pay stub, payment advice, IRS Form 1099, Social Security Administration Report, or other official document which indicates name and SSN.
<b>14. Failure to File a Statement and/or Schedule(s)</b>	<p><b>IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS</b>, the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial section 341(a) meeting of creditors and any continuance, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of Bankruptcy Code section 521(i)(4), the court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.</p> <p><b>SI EL DEUDOR NO HA PRESENTADO UNA DECLARACIÓN Y/O LISTA(S) DE ACREEDORES Y/U OTROS DOCUMENTOS REQUERIDOS</b>, tendrá que hacerlo dentro de un plazo de 14 días a partir de la fecha de presentación de la petición o tendrá que obtener una extensión del plazo para hacerlo. Si no cumple usted este requisito, o si no comparece a la junta 341(a) inicial de acreedores o a cualquier aplazamiento, esto resultará en que se declare sin lugar el caso, a menos de que obtenga un permiso del tribunal. Si no se ha declarado sin lugar el caso del acreedor, Y EL ACREEDOR NO HACE UNA DE LAS SIGUIENTES COSAS DENTRO DE UN PLAZO DE 45 DÍAS A PARTIR DE LA FECHA DE LA PETICIÓN, de acuerdo con lo dispuesto en la sección 521(i)(4) del Código de Quiebras, el juez DECLARARÁ el caso sin lugar a partir de el 46o día después de la fecha de presentación de petición sin más notificación: (1) registrar en actas todos los documentos que requiere la sección 521(a)(1) del Código de Quiebras; o (2) registrar y hacer entrega formal de una moción para pedir una orden que extienda el tiempo en que se pueden registrar en actas los documentos que requiere dicha sección.</p>
<b>15. Bankruptcy Fraud and Abuse</b>	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701.

For more information, see pages 1 and 2 &gt;



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

5801 SKYLAB ROAD  
HUNTINGTON BEACH, CA 92647

A true and correct copy of the foregoing document entitled: **DEBTOR'S NOTICE OF MOTION AND MOTION TO AVOID LIEN UNDER 11 U.S.C. § 522(f) (REAL PROPERTY)** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 07/08/2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Jeffrey Golden (TR) lwerner@wglp.com, jig@trustesolutions.net

United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (date) 07/08/2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Huntington Beach Gables Homeowners Association  
230 Commerce Ste. 250  
Irvine, CA 92602

Hon, Erithe A. Smith  
United States Bankruptcy Court  
411 West Fourth Street  
Santa Ana,  
Ca92701-4593

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 7.8.22, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Huntington Beach Gables Homeowners Association  
Michael Poole, Esq mpoole@cahoalaw.com  
Stanely Feldsott, Esq. feldsott@gmail.com  
Janine Jasso, Esq j9\_jasso@yahoo.com

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

07/08/2022

Robert McLelland

Date

Printed Name

*Robert McLelland*

Signature

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**ADDITIONAL SERVICE INFORMATION (if needed):**

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

Aaron E DE Leest on behalf of Trustee Jeffrey I Golden (TR)  
adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com

Robert P Goe on behalf of Creditor The Huntington Beach Gables Homeowners Association  
kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com

Robert P Goe on behalf of Plaintiff The Huntington Beach Gables Homeowners Association  
kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com

Jeffrey I Golden (TR) lwerner@wglp.com, jig@trustesolutions.net;kadele@wglp.com

D Edward Hays on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Plaintiff Houser Bros. Co.  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

Brandon J Iskander on behalf of Creditor The Huntington Beach Gables Homeowners Association  
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Brandon J Iskander on behalf of Plaintiff The Huntington Beach Gables Homeowners Association  
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)  
eisrael@DanningGill.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com

Laila Masud on behalf of Interested Party Courtesy NEF  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Plaintiff Houser Bros. Co.  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Mark A Mellor on behalf of Defendant Randall L Nickel  
mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Mark A Mellor on behalf of Interested Party Courtesy NEF mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Valerie Smith on behalf of Interested Party Courtesy NEF claims@recoverycorp.com

United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

**2. SERVED BY U.S. MAIL**

Feldsott & Lee  
23161 Mill Creek Drive Ste 300  
Laguna Hills, CA 92653-7907

Janine Jasso  
16025 Warmington Lane  
Huntington Beach, CA 92649-2278

The Honorable Erithe Smith  
U.S. Bankruptcy Court  
411 West Fourth Street, Suite 5040  
Santa Ana, CA 92701-4593

Janine Jasso  
P.O. BOX 37106  
EL PASO TX 79937-0161

United States Trustee (SA)  
411 W Fourth St., Suite 7160  
Santa Ana, CA 92701-4500

Santa Ana Division  
411 West Fourth Street, Suite 2030,  
Santa Ana, CA 92701-4500

State of California.

**F 9013-3.1.PROOF.SERVICE**

## THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION (959626)



### Request Certificate

<i>Initial Filing Date</i>	05/23/1980
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Nonprofit Corporation - CA - Mutual Benefit - Common Interest Development Corporation
<i>Principal Address</i>	230 COMMERCE STE 250 IRVINE, CA 92602
<i>Mailing Address</i>	230 COMMERCE STE 250 IRVINE, CA 92602
<i>Statement of Info Due Date</i>	05/31/2024
<i>Agent</i>	Individual 5603136 OPTIMUM PROFESSIONAL PROPERTY MANAGEMENT INC. 230 COMMERCE STE 250 IRVINE, CA 92602

## THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION (959626)



### Certificate

<i>Initial Filing Date</i>	05/23/1980
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Nonprofit Corporation - CA - Mutual Benefit - Common Interest Development Corporation
<i>Principal Address</i>	230 COMMERCE STE 250 IRVINE, CA 92602
<i>Mailing Address</i>	230 COMMERCE STE 250 IRVINE, CA 92602
<i>Statement of Info Due Date</i>	05/31/2022
<i>Agent</i>	Individual 1657056 STANLEY FELDSOTT 23161 MILL CREEK DR STE 300 LAGUNA HILLS, CA 92653



[View History](#)



[Request Access](#)